

defense by raising the matter in a Rule 12(b)(5) motion. *See* Fed. R. Civ. P. 12(h)(1)(B)(i). Additionally, waiver of Rule 12 defenses is not as rigid as Jensen attempts to argue. For example, “[n]o defense or objection is waived by joining it with one or more other defenses or objections in a responsive pleading or in a motion.” *See* Fed. R. Civ. P. 12(b).

Finally, to note, Jensen indicates that he “has no further objection to the dismissal of Citigroup” and that he “knows of no further claim against Citigroup.” *See* Doc. 81, Motion to Strike. Jensen’s statements should be considered in this Court’s determination of whether to grant dismissal with prejudice as the proper relief for the Citi Defendants’ Rule 12(b)(5) motion (Doc. 75).

Accordingly, Jensen’s motion to strike should be denied.

Dated: May 17, 2023

Respectfully Submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies that, on May 17, 2023, the foregoing was served on all counsel of record via this Court's electronic filing system.

/s/ Benjamin A. Ford